

EXHIBIT C



private social network for your neighborhood

sign in with facebook

sign in with twitter

See if Nextdoor available in your area:

Email Address

Street Address

City

State

California

Check Availability



How Nextdoor Works:

- 1 See if Nextdoor is available in your area.
- 2 Verify your address to join your Nextdoor website.
- 3 Start using Nextdoor to build a stronger neighborhood.

Featured Restaurants



Bonjour Crepes & Sandwiches ★★★★★

Cupertino, CA

'Bonjour Crepe Company is a restaurant in Cupertino'



Monday Night Special

Dinner

Retail price: \$12.00

Offer starts: 10/25/2011 ends 2/16/2012

Any crepe with a glass of wine on any Monday night

Winners **Bid Now!** Buy it now \$6.00



test new ★★★★★

Cupertino, CA

'we provide good service with testy food Visit'



added

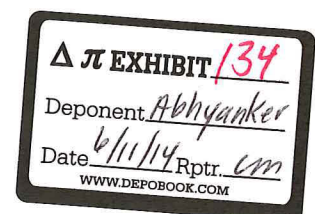
Lunch

Retail price: \$10.00

Offer starts: 1/25/2012 ends 2/29/2012

nice to test

Winners **Bid Now!** Buy it now \$6.00



About How it works Privacy Terms Contact



About

EatBid is a competitive bidding experience that lets you name your own price for food at restaurants near you. It's lunchtime at the office and you didn't pack your leftovers? Can't decide where to go for your date next week? Simply log in, find a deal you like, and enjoy your special treatment at the restaurant of your choice! EatBid makes it easy for you to save big on meals nearby.

Who We Are

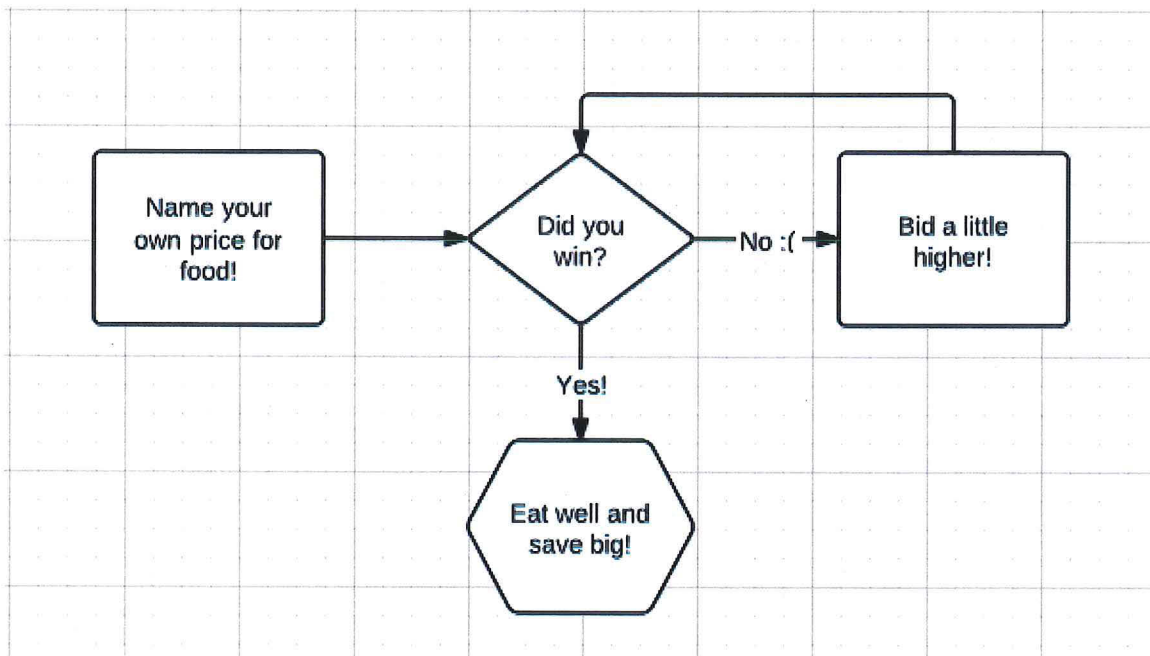
EatBid's co-founders include a seasoned web entrepreneur and a young Stanford CS undergrad.

[About](#) [How it works](#) [Privacy](#) [Terms](#) [Contact](#)



How It Works

EatBid lets you name your own price for menu items and save big!



The EatBid Process

Simply bid for a menu item at the restaurant of your choice with the price you are willing to pay. If EatBid does not accept your offer, you can try again immediately with a higher price. If your bid is accepted, you will receive a coupon code which you can present at the restaurant to receive your item. Try to bid early for the best value, and watch out for our special offers.

[About](#) [How it works](#) [Privacy](#) [Terms](#) [Contact](#)



Privacy

1. Acknowledgment and acceptance of terms

EatBid, Inc. is committed to protecting your privacy. This Privacy Statement sets forth our current privacy practices with regard to the information we collect when you or your computer interact with our website. By accessing EatBid.com, you acknowledge and fully understand EatBid's Privacy Statement and freely consent to the information collection and use practices described in this Website Privacy Statement.

2. Participating Merchant Policies

Related services and offerings with links from this website, including vendor sites, have their own privacy statements that can be viewed by clicking on the corresponding links within each respective website. Restaurants and others who participate in EatBid.com services are encouraged to participate in industry privacy initiatives and to take a responsible attitude towards consumer privacy. However, since we do not have direct control over the policies or practices of participating Restaurants and other third parties, we are not responsible for the privacy practices or contents of those sites. We recommend and encourage that you always review the privacy policies of merchants and other third parties before you provide any personal information or complete any transaction with such parties.

3. Information We Collect and How We Use It

EatBid.com collects certain information from and about its users three ways: directly from our Web Server logs, use of cookies, and from the user.

a. Web Server Logs

When you visit our website, we may track information to administer the site and analyze its usage. Examples of information we may track include:

- Your Internet protocol address.
- The kind of browser or computer you use.
- Number of links you click within the site.
- State or country from which you accessed the site.
- Date and time of your visit.
- Name of your Internet service provider.
- Web page you linked to our site from.
- Pages you viewed on the site.

b. Use of Cookies

EatBid.com may use cookies to personalize or enhance your user experience. A cookie is a small text file that is placed on your hard disk by a Web page server.

Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a Web Server in the domain that issued the cookie to you. One of the primary purposes of cookies is to provide a convenience feature to save you time. For example, if you personalize a web page, or navigate within a site, a cookie helps the site to recall your

specific information on subsequent visits. Hence, this simplifies the process of delivering relevant content and eases site navigation by providing and saving your preferences and login information as well as providing personalized functionality.

EatBid.com reserves the right to share aggregated site statistics with partner companies, but does not allow other companies to place cookies on our website unless there is a temporary, overriding customer value (such as merging into EatBid.com, a site that relies on third-party cookies).

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies. If you reject cookies by changing your browser settings then be aware that this may disable some of the functionality on our website.

c. Personal Information

Visitors to our website can register to purchase services. When you register, we will request some personal information such as name, address, email, telephone number, account number and other relevant information. If you are purchasing a service, we will request financial information. Any financial information we collect is used only to bill you for the services you purchased. If you purchase by credit card, this information is encrypted and forwarded to the credit card processor. For other types of registrations, we will ask for the relevant information. You may also be asked to disclose personal information to us so that we can provide assistance and information to you. For example, such data may be warranted in order to provide online technical support and troubleshooting.

We will not disclose personally identifiable information we collect from you to third parties without your permission except to the extent necessary including:

- To fulfill your service requests for services; To protect ourselves from liability;
- To respond to legal process or comply with law; or
- In connection with a merger, acquisition, or liquidation of the company

4. Use of Email Address

Related services and offerings with links from this website, including vendor sites, have their own privacy statements that can be viewed by clicking on the corresponding links within each respective website. Restaurants and others who participate in EatBid.com services are encouraged to participate in industry privacy initiatives and to take a responsible attitude towards consumer privacy. However, since we do not have direct control over the policies or practices of participating Restaurants and other third parties, we are not responsible for the privacy practices or contents of those sites. We recommend and encourage that you always review the privacy policies of merchants and other third parties before you provide any personal information or complete any transaction with such parties.

5. Use of Web Beacons or GIF files

EatBid.com Web pages may contain electronic images known as Web beacons - sometimes also called single-pixel gifs - that allow EatBid.com to count users who have visited those pages and to deliver co-branded services. EatBid.com may include Web beacons in promotional e-mail messages or newsletters in order to determine whether messages have been opened and acted upon.

Some of these Web beacons may be placed by third party service providers to help determine the effectiveness of our advertising campaigns or email communications. These Web beacons may be used by these service providers to place a persistent cookie on your computer. This allows the service provider to recognize your computer each time you visit certain pages or emails and compile anonymous information in relation to those page views, which in turn enables us and our service providers to learn which advertisements and emails bring you to our website and how you use the site. EatBid.com prohibits Web beacons from being used to collect or access your personal information.

6. Accessing Web Account Information

We will provide you with the means to ensure that personally identifiable information in your web account file is correct and current. You may review this information by contacting us by sending an email to our

support attendant at support@eatbid.com.

7. Changes to this Statement

EatBid.com has the discretion to occasionally update this privacy statement. When we do, we will also revise the "updated" date at the top of this Privacy Statement page. We encourage you to periodically review this Privacy Statement to stay informed about how we are helping to protect the personal information we collect. Your continued use of the service constitutes your agreement to this privacy statement and any updates.

8. Contacting Us

If you have questions regarding our Privacy Statement, its implementation, failure to adhere to this Privacy Statement and/or our general practices, please contact us by email support@EatBid.com or send your comments to:

EatBid, Inc., c/o law firm of Raj Abhyanker P.C.

Attention: Legal Department
1580 W. El Camino Real Suite 13
Mountain View, CA 94040

EatBid.com will use commercially reasonable efforts to promptly respond and resolve any problem or question.

About How it works Privacy Terms Contact



Terms of Service

This Terms of Use Agreement (the "Agreement") sets forth the terms and conditions for use of online marketplace services available at www.EatBid.com (the "Site"). By using the Site, you (the "Member") agree to these terms and conditions. If you do not agree to the terms and conditions set forth in this Agreement, you should immediately cease all usage of the Site. The Site is owned and operated by EATBID, INC (the Company") which reserves the right, at any time, to modify, alter, or update the terms and conditions of this Agreement without prior notice. Modifications shall become effective immediately upon being posted on the Site. Your continued use of the Site after such modifications are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications.

1. Description of Service

The Site provides Member with an online marketplace to purchase a dining experience at participating restaurants at a specific time and date (the "Service"). Member must (1) provide all equipment necessary for their own Internet connection access to the Internet, including computer and modem and (2) pay any and all fees and costs related to such connection.

2. Disclaimer of Warranties

The Site and the Service as well as all content provided thereon is on an "as is" and on an "as available" basis. To the fullest extent permitted by applicable law, the Company makes no representations or warranties of any kind, express or implied, regarding the use or the results of the Site and/or the Service in terms of correctness, accuracy, reliability, or otherwise. The Company shall have no liability for any interruptions on the Site or of the Service. The Company disclaims all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement.

3. Limitation of Liability

THE SITE AND/OR THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE COMPANY NOR ITS SUBSIDIARIES AND AFFILIATES, AND ANY OFFICER, DIRECTOR, EMPLOYEE, SUBCONTRACTOR, AGENT, SUCCESSOR, OR ASSIGN OF ANY OF THEM, SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING ATTORNEYS' FEES AND LOST PROFITS OR SAVINGS) TO YOU CONNECTED WITH USE OF THE SITE OR THE SERVICE, INCLUDING ITS CONTENT AND REGARDLESS OF ANY NEGLIGENCE OF ANY OF THEM. The Company does not guarantee that the functions contained on the Site will be uninterrupted or error-free, that the Site or its server will be free of viruses or other harmful components, or that defects will be corrected even if the Company is aware of them. The Company disclaims all responsibility for any loss, injury, claim, liability, or damage of any kind resulting from, arising out of, or in any way related to: (1) any errors in or omissions from the Site, including but not limited to technical inaccuracies and typographical errors; (2) any third party websites or content therein directly or indirectly accessed through links in the Site; (3) any information which is posted by any third-party, including without

limitation, information posted on any related blog; (4) the unavailability of the Site or any portion of the Site and/or the Service; (5) your use of the Site; or (6) your use of any equipment or software in connection with the Site and/or the Service.

4. Indemnification

Member agrees to indemnify and hold the Company, its parents, subsidiaries, affiliates, directors, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of Member's use of the Site and/or the Service, the violation of this Agreement, or infringement by Member, or other user of the Site and/or the Service using Member's computer, of any intellectual property or any other right of any person or entity.

5. Monitoring

Members may post comments, suggestions, questions and other content in our online forums so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." The Company reserves the right (but not the obligation) to remove or edit such content, but may not regularly review posted content.

If you do post content or submit material, and unless we indicate otherwise, you grant the Company a nonexclusive, royalty-free, perpetual, and irrevocable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant the Company the right to use the name that you submit in connection with such content, if in its sole discretion, the Company so chooses. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this Agreement and will not cause injury to any person or entity; and that you will indemnify the Company for all claims resulting from content you supply. The Company takes no responsibility and assumes no liability for any content posted by you or any third party.

6. Privacy

For more information see our Privacy Policy.

7. Email Policy

At the time that you register with the Site, you may opt in to receive periodic e-mails from the Company. At any time, should you wish to no longer receive such e-mails, you must send an e-mail to unsubscribe@eatbid.com. You will, however, continue to receive e-mails related to any purchases you have made on the Site even if you have opted out of receiving periodic e-mails. Please see our Privacy Policy for further details.

8. Modifications and Interruption to Service

The Company reserves the right to modify or discontinue the Service with or without notice to the Member. The Company shall not be liable to Member or any third party should it exercise its right to modify or discontinue the Service. Member acknowledges and accepts that the Company does not guarantee continuous, uninterrupted or secure access to the Site and operation of the Site may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

9. Third-Party Content

In some instances, the content available through this Site represents the opinions and judgments of the respective information provider, Member, or other user not under contract with the Company. The Company neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, or statement made on the Site by anyone other than authorized Company spokespersons while acting in their official capacities. Under no circumstances will the Company be liable for any loss or damage caused by a

Member's reliance on information obtained through the Site. It is the responsibility of the Member to evaluate the accuracy, completeness, or usefulness of any information, opinion, advice, etc., or other content available through the Site.

10. Third-Party Sites

The Site may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is subject to the terms of use and privacy policies of each site, and we are not responsible therein. We encourage all Members to review said privacy policies of third-parties' sites.

11. Disclaimer Regarding Accuracy of Restaurant Information

Dining packages and other information related thereto have been provided by restaurants. While the Company makes every effort to ensure that the information on the Site is accurate, the Company can make no representations or warranties as to the accuracy or reliability of any information provided on the Site. The Company makes no warranties or representations whatsoever with regard to any dining package provided or offered by any restaurant, and you acknowledge that any reliance on representations and warranties provided by any restaurant shall be at your own risk.

12. Governing Jurisdiction by the Courts of California

This is operated and provided in the State of California. As such, we are subject to the laws of the State of California, and such laws will govern this Agreement, without giving effect to any choice of law rules. We make no representation that the Site or other services are appropriate, legal or available for use in other locations. Accordingly, if you choose to access our Site you agree to do so subject to the laws of the State of California.

13. Compliance with Laws

Member assumes all knowledge of applicable law and is responsible for compliance with any such laws. Member may not use the Service in any way that violates applicable local, state, federal, or international laws, regulations or other government requirements. Member further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

14. Copyright and Trademark Information.

All content included or available on this site, including site design, text, graphics, interfaces, and the selection and arrangements thereof is ©2011 EatBid.com, with all rights reserved, and is the property of the Company and/or third parties protected by intellectual property rights. Any use of materials on the Site, including reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of the Company is strictly prohibited. Members agree that they will not use any robot, spider, or any other automatic device, or manual process to monitor or copy our web pages or the content contained therein without prior written permission of the Company.

EatBidTM and EatBid.comTM are proprietary marks of the Company. The Company's trademarks may not be used in connection with any product or service that is not provided by the Company, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits the Company. All other trademarks displayed on the Site are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of those owners. In addition, such use of trademarks or links to the websites of third parties is not intended to imply, directly or indirectly, that those third parties endorse or have any affiliation with the Company or the Site.

15. Notification of Claimed Copyright Infringement

Pursuant to Section 512(c) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, EatBid.com designates the following individual as its agent for receipt of notifications of claimed copyright infringement

By Mail:

EatBid, Inc., c/o law firm of Raj Abhyanker P.C.
1580 W. El Camino Real Suite 13
Mountain View, CA 94040

By Telephone: (650) 965-8731

By Email: legal@eatbid.com

16. Other Terms

If any provision of this Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Agreement and any other agreements referenced herein may be assigned by the Company, in our sole discretion, to a third party in the event of a merger or acquisition. This Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a Member. Member agrees that by accepting this Agreement, Member is consenting to the use and disclosure of their personally identifiable information and other practices described in our Privacy Policy Statement.

17. TERMS OF SALE

By making a purchase, Member agrees to purchase a dining package at a specified restaurant with a multi-course menu, on the date and time and for the number of guests specified, in accordance with the following.

All purchases are valid for "Dine-In" only unless otherwise expressly stated.

Purchases may be cancelled if done more than four (4) hours in advance of the time selected by Member. Thereafter, purchases cannot be cancelled and no refunds will be given. Restaurants may in their sole discretion refuse service should a Member arrive at a restaurant more than 15 minutes after time booked by Member, and no refunds will be given in such circumstances.

Member warrants and represents that when making a purchase that includes alcoholic beverages of any kind, that Member is twenty-one (21) years of age or older. In order to be served alcoholic beverages, Member will be required to present a valid government-issued identification to restaurant staff. Restaurant staff will refuse Member service of alcoholic beverages if the requisite identification is not presented. Restaurants, in their sole discretion, reserve the right to substitute any ingredient or menu item based upon availability or seasonality and will make effort to provide Member with notice of such changes.

[About](#) [How it works](#) [Privacy](#) [Terms](#) [Contact](#)



Contact Us

Have a suggestion? A complaint? A general comment? A compliment? We'd love to hear from you!

Please fill out this form and we'll email you back as soon as we can!

Name

Email

Message

Submit

[About](#) [How it works](#) [Privacy](#) [Terms](#) [Contact](#)